



Constant Contact Trained Presenter User Agreement

THIS CONSTANT CONTACT TRAINED PRESENTER USER AGREEMENT (THE "USER AGREEMENT") IS MADE BY AND BETWEEN CONSTANT CONTACT, INC. ("CONSTANT CONTACT"), OWNER AND OPERATOR OF THE CONSTANT CONTACT UNIVERSITY™ WEB SITE, AND YOU AS AN INDIVIDUAL, THE USER ("YOU" OR "USER").

THIS USER AGREEMENT AND THE TERMS AND CONDITIONS EXPRESSLY INCORPORATED BY REFERENCE INTO THIS USER AGREEMENT DESCRIBE THE TERMS AND CONDITIONS UNDER WHICH CONSTANT CONTACT OFFERS YOU ACCESS TO AND THE ABILITY TO PARTICIPATE IN THE CONSTANT CONTACT TRAINED PRESENTER PROGRAM (THE "PROGRAM") UNDER THE DOMAIN AND SUB-DOMAINS OF THE CONSTANT CONTACT UNIVERSITY WEB SITE [WWW.CONSTANTCONTACT.COM/UNIVERSITY] (THE "SITE").

PLEASE READ THIS AGREEMENT CAREFULLY. THIS USER AGREEMENT MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. BY CLICKING THE "I ACCEPT" BUTTON OR BY USING THIS WEB SITE OR PARTICIPATING IN THE PROGRAM, YOU INDICATE YOUR ACCEPTANCE OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL NOT HAVE ACCESS TO THE SERVICES OF THE PROGRAM AND YOU ARE NOT PERMITTED TO USE THE SITE.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a qualified as a trained presenter (a "Trained Presenter"). Constant Contact strongly recommends that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this User Agreement, as they may contain further terms and conditions that apply to you as a User.

Constant Contact may amend this User Agreement at any time by posting the amended terms on the Site. In general, all amended terms shall automatically be effective fifteen (15) days after they are initially posted on the Site, except as noted below and when necessary or required in the sole discretion of Constant Contact.

If you have any questions regarding this User Agreement, please email [university@constantcontact.com].

1. The Program.

1.1 Upon your commencement of participation in the Program, you are required to take "The Power of Email Marketing" online course (the "Course"). Following successful

completion of the Course, as determined by Constant Contact in its sole discretion, you will be considered a “Trained Presenter”, which permits you to use under license the Constant Contact Microsoft® PowerPoint® presentation entitled “Power of Email Marketing” and any other training materials developed by Constant Contact in the future and made available to you under the Program (the “Presentation Materials”), subject to the restrictions set forth in this User Agreement. The designation as a Trained Presenter is non-transferable from the original individual who successfully completed the Course.

- 1.2** You agree that, except with respect to your authorized use of the Presentation Materials, you will not represent yourself as a Constant Contact employee or as a contractor, vendor, representative or agent of Constant Contact or imply that you are affiliated with Constant Contact in any manner. You will not represent that Constant Contact has endorsed or otherwise approved any presentations you conduct using the Presentation Materials.
- 1.3** Constant Contact owns all content in the Presentation Materials, including, without limitation, any and all copyrights therein, and by accepting this User Agreement you acknowledge that ownership. You shall not take any action inconsistent with Constant Contact’s ownership of the Presentation Materials, and any benefits accruing from use of the Presentation Materials shall automatically vest in Constant Contact.
- 1.4** Subject to the terms and conditions of this User Agreement, Constant Contact grants to you a non-exclusive, worldwide license to use the Presentation Materials solely in connection with training presentations offered by you. All license rights (under any applicable intellectual property right) granted herein are not sublicenseable, transferable or assignable, except as otherwise provided herein. You will not sell or otherwise distribute the Presentation Materials except as contemplated by this User Agreement. You understand that Constant Contact may immediately terminate or amend the permitted usage of the Presentation Materials, if, in its sole discretion, your use of the Presentation Materials tarnishes, blurs or dilutes the quality associated with Constant Contact, the Site or the Program. Without limiting the foregoing, if Constant Contact modifies the Presentation Materials and requests you to modify any use accordingly, you shall modify the Presentation Materials as soon as commercially practical.
- 1.5** The Presentation Materials may not be altered in any way. Reasonable modifications to the delivery of the Presentation Materials are generally acceptable. For example; You may have time constraints or find that your audience needs to spend more time on a specific subject and, as a result, you may delete certain slides or rearrange the order of the slides. You may also add your own slides to the Presentation Materials; provided, however, that you may not add any Constant Contact brand elements to your own slides or otherwise imply that the material you add is provided by or endorsed by Constant Contact.
- 1.6** Except as set forth in the Presentation Materials, you are not permitted to use any Constant Contact copyrighted materials or trademarks. You shall not use any name, trademark or website confusingly similar to any Constant Contact trademark, and/or in such proximity to any of such trademarks of your own or third-party trademarks so as to create a combination or composite mark.
- 1.7** Constant Contact reserves the right to revoke access to the Site and to revoke use of the Program by anyone who does not meet and/or maintain the minimum eligibility requirements or violates any portion of this User Agreement.

1.8 You agree that during the term of this User Agreement and for a period of one year following the termination of this User Agreement, you will not (i) compete, directly or indirectly, with Constant Contact, as a provider of online email marketing services similar to those offered by Constant Contact, (ii) offer training that competes, directly or indirectly with Constant Contact, and (iii) offer training that promotes in any way the products and services of any competitor of Constant Contact and that relies either directly or indirectly on the Presentation Materials provided through the Program.

2. Fees.

2.1 Subject to change by Constant Contact at anytime without notice, Constant Contact does not charge a fee to join or participate in the Program.

2.2 If fees are charged in connection with the Program, your failure to pay any fees when due will terminate your participation in the Program. You are responsible for any applicable taxes due in connection with your participation in the Program. All fees are subject to change without notice.

2.3 Constant Contact may, at its sole discretion, change some or all of the services offered at any time. In the event Constant Contact introduces a new service that requires a fee, the fees for that service will be effective at the launch of the service.

3. Your Information.

3.1 It is your responsibility to ensure that all required Program account information is accurate and current. Failure to provide accurate and current contact information in may result in temporary or permanent suspension from the Program. You are solely responsible for the account information you provide to Constant Contact.

3.2 Without limitation, you give permission to Constant Contact and Constant Contact's authorized vendors, agents and representatives to use your Program account information, and any technical information about your use of the Site, to tailor presentations to you, facilitate your movement through the Site, and communicate separately with you.

3.3 Your account information (or any items listed) and your activities on the Site shall not: (a) be false, inaccurate or misleading; (b) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti discrimination or false advertising); (d) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (e) be obscene or contain child pornography or, if otherwise adult in nature, be harmful to minors; (f) contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (g) create liability for Constant Contact or cause Constant Contact to lose (in whole or in part) the services of Constant Contact's ISPs or other suppliers.

4. Additional Restrictions and Responsibilities.

- 4.1. This is a User Agreement for services and access to this Site and Program, and you are not granted a license to any software by this User Agreement. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Site or any software, documentation, or data related to the Site ("Software"); remove any proprietary notices or labels from any Software or Program Materials, modify, translate, or create derivative works based on the Software or Program Materials; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software or Program Materials.
- 4.2. Your use of the Site and your participation in the Program shall at all times be in compliance with this User Agreement, the federal CAN-SPAM Act of 2003 and rules and regulations thereunder and all other applicable U.S., state, local and international laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws).
- 4.3. You agree that you will not upload, transmit or communicate any information, communications or content of any type to this Site or in connection with the Program that infringes, misappropriates or violates any rights of any party. By submitting ideas, concepts, inventions, or content to this Site or using them in any way connection with the Program, you agree that such submission is non-confidential for all purposes. If you submit, by email or otherwise, any business information, ideas, concepts or inventions or content to Constant Contact relating to the Program, you agree such submission is non-confidential for all purposes, and you automatically grant—or warrant that the owner of such content or intellectual property has expressly granted—Constant Contact a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display such content in any manner.

5. **Privacy.**

Constant Contact will not sell or rent your personal information to anyone for marketing purposes without your explicit consent. Constant Contact views protection of users' privacy as a very important principle. Constant Contact stores your information on computers located in the United States that are protected by physical as well as technological security devices. To view Constant Contact's general Privacy Policy, go here: [http://www.constantcontact.com/privacy_guarantee.jsp]. If you object to your personal information being transferred or used in this way, please do not use the Site or participate in the Program.

6. **Indemnification.**

You hereby agree to defend, indemnify and hold harmless Constant Contact and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from or relates to (i) any alleged breach of this User Agreement, (ii) your alleged violation or violation of law, (iii) the content or effects of any material you distribute under the Program that is not approved by Constant Contact, or (iv)

your participation in the Program, your status as a Trained Presenter or your use of the Presentation Materials. In addition, you acknowledge and agree that Constant Contact has the right to seek damages when you use this Site or the Program for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this User Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages.

7. Warranty Disclaimer; Remedies.

USE OF THE SITE AND THE PRESENTATION MATERIALS AND YOUR PARTICIPATION IN THE PROGRAM AND ANY RELIANCE BY YOU UPON THE SITE, THE PRESENTATION MATERIALS AND THE PROGRAM , INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. CONSTANT CONTACT DOES NOT WARRANT THAT THE SITE, THE PRESENTATION MATERIALS AND THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF SITE, THE PRESENTATION MATERIALS OR THE PROGRAM. THIS SITE, THE PRESENTATION MATERIALS AND THE PROGRAM ARE PROVIDED "AS IS" AND CONSTANT CONTACT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Constant Contact does not guarantee continuous, uninterrupted or secure access to the Site, and operation of the Site may be interfered with by numerous factors outside of Constant Contact's control.

Your sole and exclusive remedy for any failure or nonperformance of the Site or the Program shall be for Constant Contact to use commercially reasonable efforts to adjust or repair the Site or the Program.

The Program may be terminated by Constant Contact at any time in its sole discretion.

8. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL CONSTANT CONTACT OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION ONLY AS "CONSTANT CONTACT") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF CONSTANT CONTACT SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, CONSTANT CONTACT IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT

LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF CONSTANT CONTACT TO YOU ARISING IN CONNECTION WITH THIS USER AGREEMENT SHALL BE LIMITED TO THE GREATER OF ONE HUNDRED US DOLLARS (US\$100) OR THE AMOUNT, IF ANY, YOU PAID TO PARTICIPATE IN THE PROGRAM IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

9. Termination.

9.1 Constant Contact may terminate this User Agreement, the Program, your status as a Trained Presenter, disable this Site, disable your access to this Site or put your account on inactive status, in each case at any time with or without cause, and with or without notice. Constant Contact shall have no liability to you or any third party, including reimbursement of any fees paid, because of such termination or action. While Constant Contact may terminate this User Agreement, the Program and your status as a Trained Presenter at any time with or without cause, several possible reasons for termination, without limitation, may include: (a) your breach of this User Agreement or the documents it incorporates by reference; (b) Constant Contact's inability to verify or authenticate any information you provide to it; (c) Constant Contact's belief that your actions may cause financial loss or legal liability for You, Constant Contact's users or Constant Contact; (d) your engagement in conduct that Constant Contact believes is not in conformity with industry practices; or (e) your breach of Constant Contact's standard website and products terms and conditions.

9.2 You may terminate this Agreement at any time by emailing [university@constantcontact.com] or contacting Constant Contact Customer Support. There are no refunds for any fees paid. YOU ARE RESPONSIBLE FOR TERMINATING YOUR ACCOUNT AND THIS AGREEMENT AND CONSTANT CONTACT IS NOT RESPONSIBLE FOR YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND FOR ANY RELATED CHARGES THAT ARE INCURRED AS A RESULT OF YOUR FAILURE TO PROPERLY CANCEL YOUR ACCOUNT.

9.3 Constant Contact may delete any of your archived data within thirty (30) days after the date of termination.

9.4 Except as otherwise specifically set forth in this User Agreement, all sections of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

10. Restricted Persons; Export of Products or Technical Data.

You hereby warrant that you are not a Restricted Person. For purposes of this User Agreement, you are a Restricted Person if you or any officer, director, or controlling shareholder of the entity on behalf of which you are using this Site and the Program is (i) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria, or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (ii) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (iii) listed on the Denied Persons List or Entity List by the U.S.

Commerce Department; (iv) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (v) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this User Agreement, you shall notify Constant Contact within twenty-four (24) hours, and Constant Contact shall have the right to terminate any further obligations to you, effective immediately and with no further liability to you, but without prejudice to your outstanding obligations to Constant Contact.

You agree that you shall not utilize the Site or the Program to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized in advance in writing by the U.S. Government. You may not remove or export from the United States or allow the export or re-export of the Program, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

11. Links to Third-Party Web Sites.

This Site may contain links to non-Constant Contact web sites. These links are provided to you as a convenience, and Constant Contact is not responsible for the content of any linked web site. Any non-Constant Contact web site accessed from this web site is independent from Constant Contact, and Constant Contact has no control over the content of that web site. In addition, a link to any non-Constant Contact web site does not imply that Constant Contact endorses or accepts any responsibility for the content or use of such web site.

12. Notice.

Except as explicitly stated otherwise, any notices under this User Agreement shall be given by postal mail to Constant Contact, Inc., 1601 Trapelo Road, Suite 329, Waltham, Massachusetts 02451 Attention: Legal Department (in the case of Constant Contact) or to the email address you provide to Constant Contact during the enrollment process (in your case). In the case of notice to you, notice shall be deemed given 24 hours after email is sent, unless Constant Contact is notified that the email address is invalid. Alternatively, Constant Contact may give you notice by certified mail, postage prepaid and return receipt requested, to the mailing address provided to Constant Contact during the Course enrollment process. In such a case, notice shall be deemed given three (3) days after the date of mailing.

13. Miscellaneous.

13.1 If any provision of this User Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this User Agreement will otherwise remain in full force and effect and enforceable.

13.2 Constant Contact and you agree that this User Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this User Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this User Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

- 13.3** No agency, partnership, joint venture, or employment is created as a result of the User Agreement, and you do not have any authority of any kind to bind Constant Contact in any respect whatsoever.
- 13.4** In any action or proceeding to enforce rights under the User Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.
- 13.5** Constant Contact shall have the right at its sole discretion to assign this User Agreement without your prior written consent. You may not assign this User Agreement or your rights hereunder. This User Agreement shall be binding upon and inure to the benefit of the successors and the permitted assignees.
- 13.6** The Parties agree that their respective rights, obligations and duties under which by their nature extend beyond the termination of this User Agreement shall survive any termination.
- 13.7** This User Agreement and all matters related to the Program shall be governed by the laws of the Commonwealth of Massachusetts, USA without regard to its choice of law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts located in Boston, Massachusetts.

Additional Information

If you have any questions about the rights and restrictions above, please contact Constant Contact by email at [university@constantcontact.com].

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